

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 28	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0618		3. Effective Date 2004JUL21		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN AMSTA-AQ-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: VESELENP@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCM TWIN CITIES B.H. WHIPPLE FEDERAL BUILDING ROOM 1150 1 FEDERAL DRIVE FT. SNELLING MN 55111-4007 SCD C PAS S2401A4407APC ADP PT HQ0339		Code S2401A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) SAGE ELECTROCHROMICS, INC. 2150 AIRPORT DRIVE SUITE 2 FARIBAULT, MN. 55021-7798 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)			Item 12
Code 1BEV8		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)				14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP633005255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: Research and Development Contracts			
Contract Expiration Date: 2005SEP29						15G. Total Amount Of Contract \$4,040,000.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	28
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X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors	
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X	H	Special Contract Requirements	15		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer MICHAEL L. CIONI CIONIM@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004JUL21	

Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified The Contractor shall furnish all the supplies and services to accomplish the tasks specified in the Section C Scope of Work. Estimated Cost: \$4,040,000.00 Fixed Fee: N/A Total Cost: \$4,040,000.00 (End of narrative B001)				
0001AA	<u>SERVICES LINE ITEM</u> NOUN: ELECTROCHROMIC MATERIAL PRON: R342C271R3 PRON AMD: 01 ACRN: AA AMS CD: 63300553D11 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F \$ 1,500,000.00		LO		\$ 1,500,000.00
0001AB	<u>SERVICES LINE ITEM</u> NOUN: ELECTROCHROMIC RESEARCH PRON: R342C272R3 PRON AMD: 01 ACRN: AA AMS CD: 63300553D11 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F \$ 1,500,000.00				\$ 1,500,000.00

Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical data as set forth in the Contract Data Requirements List (CDRL), DD Form 1423, hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

B-1 TYPE OF CONTRACT

This procurement is awarded as a cost reimbursement contract, with no fee involved.

B-2 ESTIMATED COST

B.2.1 The estimated cost for payment for performance of the work required under this contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0001 the government will pay the contractor the Estimated Cost listed under CLIN 0001. That Estimated Cost shall constitute the estimated cost for the purpose of the contract clause in Section I entitled "Limitation of Funds", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.2.2 No fee will be paid under this contract. The reimbursement of cost shall consititute the full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.2.3 Allowable cost shall be determined and payment thereof shall be provided, in accordance with the contract clause in Section I entitled "Allowable Cost and Payment" (FAR 52.216-7)

B-3 PAYMENT

The contractor may submit public vouchers monthly for payment under the contract.

B-4 FUNDING

B.4.1 The government will provide funds under the contract covering the estimated cost on an incremental basis provided for in the funding schedule listed in B.4.2 below and pursuant to the contract clause in Section I entitled "Limitation of Funds" (FAR 52.232-22). It is estimated that the incremental funds are sufficient for the performance of work in each of the cited periods. The government may, at its discretion, allot such funds on an incremental basis within each of the two time periods listed below. The contractor shall so plan and execute the work required by the contract as to expend and/or commit funds compatible with the schedule set forth in the contract. Whenever the contractor so believes that the funds allotted to the contract for any time period is either insufficient or excessive for the performance of work required under that time period, the government shall be so notified.

B.4.2 The funding schedule will be as follows:

Performance Period	Amount
Award to Jan 05	\$3,000,000.00
Jan 05 to contract completion	\$1,040,000.00

B.4.3 The amount of funds currently allocated to this contract is \$3,000,000.00.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SECTION C - SCOPE OF WORK

The contractor, acting as an independent contractor and not as an agent of the government, shall provide the necessary personnel, facilities, materials, and services to perform the specific tasks listed in the scope of work below.

C.1 PURPOSE/OBJECTIVE

The purpose of this contract is to provide scale-up capability to fabricate electrochromic (EC) devices and products for a range of military applications that could also result in improved commercial products. This scale-up capability would enable the cost-effective production of sufficient quantities of switchable filters, vehicle transparencies, and large size windows to meet military needs. The project will address EC device quality and performance improvements. These include expanding the dynamic range of the device, reducing switching times, and starting work to develop devices with the capability to independently switch both visible and infrared (IR) transmission bands. Effort will also be performed to reduce defects and improve durability. EC technology can provide benefits to the military which include:

- a) Reduce repair and maintainability (R&M) requirements for helicopters and ground vehicles by attenuating solar heat gain that reduces the life of cockpit electronics and displays.
- b) Improve night time safety and survivability through reduced signature from interior cockpit and vehicle illumination.
- c) Improve crew comfort in military vehicles by reducing glare and solar heat gain.
- d) Improve accuracy and hit rate by using EC filters to reduce sensitivity to solar radiation and visible light in guidance and sighting mechanisms.
- e) Control light in night-vision equipment during twilight hours.
- f) Reduce operating costs in military vehicles and buildings by increasing energy efficiency.

C.2 TASKS

The contractor shall apply his best efforts to accomplish the objectives described in C.1 by performing the following tasks. The goals listed below for individual tasks do not represent mandatory requirements but they do represent non-binding objectives which the contractor is applying his best effort to achieve.

C.2.1 MATERIAL AND PROCESS DEVELOPMENT

C.2.1.1 Increase Clear-State Transmission

The contractor shall conduct experiments to vary thickness, processing temperatures, and lithium loading of thin films in the EC stack to reduce residual absorptions and achieve optimum clear state transmission. The contractor will then apply a silica anti-reflection coating to further increase transmission in the visible range. The goal will be for the contractor to consistently achieve near 70% visible transmission for a dual pane EC insulating glass unit (IGU).

C.2.1.2 Reduce Substrate Imperfections

The contractor shall work to minimize any contact with the flourine-doped tin oxide (FTO) during substrate handling and shipping processes to prevent fingerprints, scratches, and nicks that could cause patterns in the final product. The goal will be for the contractor to reduce substrate defects by 50%.

C.2.1.3 Evaluate Alternative Substrates

The contractor shall obtain float glass substrates coated with FTO, apply the EC stack and compare the numbers of device imperfections due to the different substrates. The contractor shall identify primary and secondary substrate sources.

C.2.1.4 Identify and Reduce Particulant Contaminants

The contractor shall identify the sources of particulates (e.g. turbulence during venting and pumpdown) and implement process improvements. The goal will be for the contractor to reduce the number of particles visible at 100X by 50%.

C.2.1.5 Develop Capability for Flexible EC

The contractor shall develop alternative low temperature processing and materials technologies required to fabricate flexible EC products. The goal will be for the contractor to reduce the deposition temperature of the electrochromic electrode from greater than

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Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

400 degrees Centigrade to less than 100 degrees Centigrade by using plasma enhanced sputtering.

C.2.1.1.6 Reduce Switching Time

The contractor shall assemble dual EC devices that have a dynamic range as close as possible to 0.1% to 65%. The goal will be for the contractor to fabricate EC devices that switch from 65% to 10% visible transmission in 2 seconds.

C.2.1.1.7 Investigate IR Switchability

The contractor shall conduct a survey of alternative electrochromic materials to identify possible candidates that might be incorporated in an EC device to separately modulate visible and IR light.

C.2.2 DESIGN COATERS

C.2.2.1 Redesign/Modify Coater

The contractor shall design and construct an expanded coating system to handle larger pieces of glass (up to 40" x 60").

C.2.2.2 Develop First Coater System

The contractor shall develop the first coater system by contract completion.

C.2.3 FACILITIES AND PROCESS SCALE-UP

C.2.3.1 Design of Washing System

The contractor shall design a full size glass washing system to handle 40" x 60" substrates. The contractor will also design and fabricate washing, rinsing, and drying sections to minimize spotting and particulate contamination.

C.2.3.2 Implement Thermal Processing

The contractor shall heat glass substrates to approximately 400 degrees Centigrade with a variation of +/- 10 degrees Centigrade over a 40" x 60" piece.

C.2.3.3 Rework of Defects

The contractor shall design a mechanical motion system to position a deletion tool and implement a system for seamless (no visible trace) rework. The goal is to have the contractor develop a defect repair system.

C.2.3.4 Prove-in Bus Bar Dispensing

The contractor shall develop and implement a system for precisely dispensing thick film Ag conductor paste to replace the current screen printing operation. The goal is for the contractor to develop an operational bus bar dispensing system.

C.2.3.5 Expand Testing

The contractor shall construct new test sets to conduct optical and electrical testing of full size finished EC devices. The goal is for the contractor to develop a test system for 40" x 60" EC devices.

C.2.3.6 Develop Spark Discharge Line Isolation System

The contractor shall develop an operational spark discharge line isolation system that can rapidly and precisely pattern substrates of any size.

C.2.3.7 Develop Scaled-Up Solution Coating Equipment

The contractor shall develop an operational solution coating system which is capable of rapid throughput and can accept 40" x 60" substrates.

C.2.3.8 Design Clean Room

The contractor shall design and develop a low relative humidity class 1000 clean room to process EC devices. The goal is for the contractor to develop a class 1000 clean room which operates at approximately 20% relative humidity.

C.2.3.9 Develop Tempering Process

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The contractor shall develop a tempering process for FTO coated glass which will be designed for cleanliness, control, and the ability to produce flat uniform substrates. The tempering process will be developed to deliver defect-free, high compressive strength products. The goal is for the contractor to develop a process capable of producing 40" x 60" panes with approximate compressive strength greater than 13,000 pounds per square inch.

C.2.3.10 Optimize Factory Flow

The contractor shall use lean manufacturing techniques to design and lay out the electrochrome glazing manufacturing line with the goal of processing one 40" X 60"pane every 25 minutes.

C.2.4 PRODUCT DEVELOPMENT FILTERS

C.2.4.1 Process EC Filters

The contractor shall utilize computer aided design (CAD) driven processing tools including a laser scribe, thick film paste dispenser, probe tester, and a water jet cutter to pattern, test, and excise individual parts in from an array of approximately 20 filters per substrate. The goal is for the contractor to develop a process yielding multiple filters from a single substrate.

C.2.4.2 Develop Interconnection and Packaging Technology

The contractor shall develop a packaging technology for filters that includes the following: (1) a robust method for making electrical contact to the thin (1.8 mm) filter devices, (2) glued assembly of glass components, (3) grinding and polishing for optical flatness, (4) (4) the application of anti-reflection coatings, (5) an epoxy edge seal, and (6) an appropriate filter ring system.

C.2.5 PRODUCT DEVELOPMENT - TRANSPORTATION VEHICLE WINDOWS

C.2.5.1 Improve Lamination Techniques

The contractor shall develop a lamination process for large area process transparencies.

C.2.5.2 Reduce Non-Coloring Vision Area

The contractor shall utilize laser ablation to define thin film layers and replace existing shadow masks. The contractor shall precisely define film edges with specific tolerances. The goal is for the contractor to reduce the width of the non-coloring vision area to approximately 2 mm.

C.2.6 DURABILITY AND RELIABILITY

C.2.6.1 Design Testing Protocol

The contractor shall develop an accelerated screen test to increase temperature and voltage stress levels to remove weak product without reducing the service life and reliability of the remaining robust, good product. The goal is for the contractor to document and implement a screening test that will reduce field failures.

C.2.6.2 Low Temperature Testing

The contractor shall conduct testing in which laminated devices and filters will be stored at very low temperatures. Testing will be carried out by the contractor to determine switching speed over a wide range of use temperatures. The goal is for the contractor to determine EC device durability in low temperature storage (- 70 degrees Centigrade) and during switching between - 40 degrees Centigrade to 100 degrees Centigrade.

C.2.7 MEETINGS

C.2.7.1 Start of Work Meeting

A Start of Work Meeting shall be held at TACOM within thirty (30) days after award of the contract. The contractor shall coordinate setting up such a meeting with the Contracting Officer's Representative (COR) and then provide at least ten (10) days advance notice to the PCO, government Contract Specialist, the COR, and to the Administrative Contracting Officer (ACO) confirming the date and time of the meeting which has been agreed upon with the COR. The contractor shall be responsible for submitting Meeting Minutes to the government, in accordance with Data Item A003, Exhibit A, within ten (10) days of the Start of Work Meeting. These Meeting Minutes shall describe any plans, decisions, or milestones discussed and/or agreed upon at the Start of Work Meeting, as well as listing all persons who attended the meeting, and the time, date and location of the meeting.

C.2.7.2 Review Meetings

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Two Review Meetings will be held during the course of the contract. The first Review Meeting will be held at the contractor's facility 6 months after contract award and the second Review Meeting will be held at TACOM, 12 months after contract award. These Review Meetings will involve, at a minimum, the SAGE Project Manager and the TACOM COR. However, other contractor and government personnel may attend these meetings. The purpose of these Review Meetings will be to assess the progress to date on the contract including any significant accomplishments, problems, and issues, share information, and make recommendations regarding revisions that may be needed in the contract. The Contracting Officer, however, must approve any changes to the contract recommended at these meetings by executing a contract modification, before any recommended changes are implemented into the contract. The contractor shall be responsible for preparing and submitting Meeting Minutes to the government, within ten (10) days after the conclusion of these Review Meeting, in accordance with Data Item A003, Exhibit A.

C.2.8 REPORTING

C.2.8.1 Progress & Status Reports

The contractor shall submit Progress & Status Reports, in accordance with Data Item A001, Exhibit A, every 60 days, beginning 60 days after contract award. However, no Progress and Status Reports shall be due within 60 days of the contract completion date. These Progress & Status Reports will detail the technical progress to date and report on all problems, technical issues or major developments which occurred during the reporting period. The Progress & Status Reports shall also include a description of the total man-hours expended by technical categories or program tasks, cumulative total man-hours to date, and percentages of total man-hours spent to date. Also, the contractor shall report in each Progress & Status Report the total funds expended, by task, for the reporting period, cumulative funds spent to date; and the percentage of the total funds spent to date. The contractor shall state whether the remaining funds are sufficient to complete the contract. Finally, the contractor shall report the percentage of work completed, by tasks during the reporting period and the cumulative percentage of total contract work completed to date.

C.2.8.2 Scientific & Technical Report

The contractor shall submit a draft Scientific & Technical Report, in accordance with Data Item A002, Exhibit A, by 45 days before the contract completion date listed in F.6. The COR shall review the draft report and provide his written comments back to the contractor regarding it within fifteen (15) after the contractor submitted the draft report. The contractor will then make any necessary changes and submit the final Scientific & Technical Report by the contract completion date listed in Section F. The Scientific & Technical Report shall document and summarize all work performed during the contract, with specific references to the results achieved in accomplishing all the specific tasks set forth in this Section C Scope of Work and whether the specific goals for individual tasks were achieved, or not. The Scientific & Technical Report shall also present findings and/or conclusions produced as a result of performance under this contract. Finally, the Scientific & Technical Report shall include a description of all costs incurred under this contract.

C.3 DELIVERABLES

The contractor shall provide the following deliverables under the contract:

C.3.1. Progress & Status Reports

The contractor shall submit Progress & Status Reports every 60 days, in accordance with C.2.8.1 and Data Item A001, Exhibit A.

C.3.2 Scientific & Technical Report

The contractor shall submit a draft Scientific & Technical Report by 45 days before contract completion, in accordance with C.2.8.2 and Data Item A002, Exhibit A. The COR shall have up to 15 days to review and make comments back on the draft Scientific & Technical Report to the contractor. The contractor shall submit a final Scientific & Technical Report to the government COR and Contract Specialist by the contract completion date.

C.3.3 Meeting Minutes

C.3.3.1 The contractor shall submit Meeting Minutes of the Start of Work Meeting, in accordance with C.2.7.1 and Data Item A003, Exhibit A, within ten (10) days after completion of the Start of Work Meeting.

C.3.3.2 The contractor shall submit Meeting Minutes of each Review Meeting, in accordance with C.2.7.2 and Data Item A003 of Exhibit A, within ten days after completion of each Review Meeting.

C.3.4 The contractor shall deliver 20 prototype switchable optical filters for the XM 29 gunsight to the government COR, at the address listed in the Section G "Communications" clause, by the contract completion date listed in Section F. These filters will be shipped with controlling electronics with interfaces and cables.

C.3.5 The contractor shall deliver 5 HMMWV front windshield sets (ten laminated windows) to the government COR, at the address listed in the Section G "Communications" clause, by the contract completion date listed in Section F. These windshield sets will include the

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controlling electronics, a 3 foot connecting cable and necessary connection interfaces in a stand-alone control box with Velcro (tm) type mounting strips. The controller should be able to accept nominal 12 or 24 volt, unfiltered, vehicle power through common or separate connection points on the control box.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D-1 Packaging and Packing:

All items deliverable under this Contract shall be packaged and packed in accordance with standard commercial practice in order to ensure arrival at destination without damage or loss.

D-2 Software Marking:

The contractor shall ensure that all technical data deliverables under this contract are identified by the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

D-3 Hardware Marking:

The contractor shall mark all hardware deliverables due under this contract with the contract number, and the name and address of the prime contractor.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (ALTERNATE I (APR 1984))	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
 US Army Tank-automotive and Armaments Command
 ATTN: (See DD Form 1423, Block 14)
 Warren, MI 48397-5000

F-4 DELIVERY

F.4.1 See C.3 for a list of contract deliverables.

F.4.2 All hardware items required under this contract shall be delivered FOB Destination to:

U.S. Army Tank-Automotive Command
 ATTN: AMSRA-TAR-N, MS 205 Mr. David Tenenbaum
 6501 E. 11 Mile Road
 Warren, MI 48397-5000

F.4.3 Delivery of Data set forth in the Contract shall be in accordance with DD Form 1423, Exhibit A.

F.4.3 The period of performance for the contract shall be completed by September 29, 2005.

All data deliverables due under this contract shall be delivered electronically to the addressees and email addresses specified on the Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

F-5 PERIOD OF PERFORMANCE

All work performed under this contract shall be completed by 29 Sep 05

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	OBLG <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>						JOB <u>ORDER</u>	ACCOUNTING <u>STATION</u>		OBLIGATED <u>AMOUNT</u>
0001AA	R342C271R3 63300553D11	AA	1	21	42040000046N6N7EP633005255Y S20113			42C271	W56HZV	\$	1,500,000.00
0001AB	R342C272R3 63300553D11	AA	1	21	42040000046N6N7EP633005255Y S20113			42C272	W56HZV	\$	1,500,000.00
									TOTAL	\$	3,000,000.00

SERVICE							ACCOUNTING	OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	21	42040000046N6N7EP633005255Y S20113					W56HZV	\$ <u>3,000,000.00</u>
TOTAL								\$ 3,000,000.00	

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. David Tenenbaum
 U.S. Army Tank Command
 ATTN: AMSRD-TAR-N
 Warren, MI 48397-5000

e-mail: tenenbad@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Stephen Wilmes
 DCMC Twin Cities
 B.H. Whipple Federal Bldg.
 Suite 1150 - 1 Federal Drive
 Ft. Snelling, MN 55111

Phone: (612) 664-5475

e-mail: Stephen.Wilmes@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION OCT/2003
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-5 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS

G.5.1 The contractor shall bill to the six-digit (SubCLIN) and ACRN in accordance with the Section G clause entitled "Invoice Information Requirement" (FAR 52.232.4005).

G.5.2 If multiple SubCLINs exist on the same four-digit major CLIN the contractor shall determine which six-digit SubCLIN contains the oldest fiscal year money and invoice against the SubCLIN containing the oldest money, until fully billed.

G.5.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column in the Section G Accounting Data for each SubCLIN. The first digit in the JON represents the fiscal year.

G-6 DFAS: SPECIAL PAYING INSTRUCTIONS

DFAS will make payments as billed.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-			
(1) The offer exceeds \$10 million in value; and			
(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-			
(i) Exceeds \$500,000 in value; and			
(ii) Could be performed inside the United States or Canada.			
(b) Information to be reported includes that for-			
(1) Subcontracts;			
(2) Purchases; and			
(3) Intracompany transfers when transfers originate in a foreign location.			
(c) The offeror shall submit the report using-			
(1) DD Form 2139, Report of Contract Performance Outside the United States; or			
(2) A computer-generated report that contains all information required by DD Form 2139.			
(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.			
(End of provision)			
H-15	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
(a) All technical data delivered under this contract shall be accompanied by the following written declaration:			
The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. <u>DAAE07-</u> _____ are complete, accurate, and comply with all requirements of the contract.			
<div> <div>Date</div> <div>Name and Title of Authorized Official</div> </div>			
This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.			
(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.			
(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.			
(End of clause)			
H-16	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this			

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contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

- (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;
- (iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
- (iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge

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after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

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(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-17 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990
The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-18 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

H-19 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989

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The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-20	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-31	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-34	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	OCT/2003
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-39	52.233-1	DISPUTES	JUL/2002
I-40	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-41	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-42	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-43	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-46	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-47	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-48	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-49	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July	JUN/2003

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	Regulatory Cite	Title	Date
		99)	
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-52	52.249-14	EXCUSABLE DELAYS	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-55	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-58	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-59	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-60	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-62	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-63	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-64	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-65	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-66	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-67	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-68	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-69	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-70	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-71	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-72	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-73	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-74	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-75	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-76	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-77	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--			
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;			
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;			
(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or			
(4) That will result in lower overall costs to the Government.			
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--			
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;			
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;			
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and			
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.			
(End of clause)			
I-78	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-79 52.232-22 LIMITATION OF FUNDS APR/1984

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the TERMINATION clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the TERMINATION clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form, other than that specified in subparagraph (f)(2) above, or from any

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0618 MOD/AMD</p>	<p style="text-align: center;">Page 23 of 28</p>
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Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.
(End of clause)

I-80 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-81 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-82 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-83 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned

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by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or

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letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-84	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and

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Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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Name of Offeror or Contractor: SAGE ELECTROCHROMICS, INC.			

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)	27-APR-2004	004	

CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)

- A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT: A
C. CATEGORY: Reporting
D. SYSTEM ITEM: Electrochromic (EC)Device Improvement
E. SOLICITATION NO.: W56HZV-04-R-0767

-
1. DATA ITEM: A001
2. TITLE OF DATA ITEM: Progress & Status Report
3. SUBTITLE: N/A
4. AUTHORITY: DID-MGMT-80227(T)
5. CONTRACT REFERENCE: C.2.8.1 & C.3.1
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD 250 REQUIRED: No
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: Every 60 days
11. AS OF DATE: See Block 16 below
12. DATE OF FIRST SUBMISSION: 60 days after contract award
13. DATE OF SUBSEQUENT SUBMISSIONS: every 60 days
-

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COR: Mr. David Tenenbaum, TACOM, email: tenenbad@tacom.army.mil			1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

16. REMARKS:

A. The contractor shall submit a Progress & Status Report every 60 days, beginning 60 days after the contract award date, in accordance with Provision C.3.1 and C.2.8.1. However, no Progress & Status Report is required within 60 days of the contract completion date listed in Section F. Progress Reports shall include the specific contents described in C.2.8.1 and will also describe the status of the contract including a summary of any significant progress, findings, accomplishments, issues, and problems encountered in performing the specific tasks set forth in the Section C Scope of Work. These progress reports will include a description of the total costs incurred to date under the contract, as well as the specific costs incurred since the last progress report was issued.

B. The contractor shall complete the progress reports in accordance with Data Item Description (DID) DI-MGMT-80227 "Contractor's Progress, Status, and Management Report". The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Report". See DID-MGMT-80227, at the following Internet address, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

C. The contractor shall prepare the progress reports in the contractor's format and submit the reports in any of the following formats:

(1) Files readable using Microsoft 97 Office Products (TACOM can currently read OFFICE 97 or lower). Word, Excel, Powerpoint, or Access. Spreadsheets may be sent in a file format that includes all formulae, macro and format information. print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the

COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

(4) Other electronic formats. Before preparing your report in any other electronic format, please email the COR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

D. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 megabyte zip-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) Email: Maximum size of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary. However, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COR at the COR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and also 100 megabyte Zip-Disk.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A002
2. TITLE OF DATA ITEM: Scientific & Technical Report
3. SUBTITLE: Draft and Final Reports
4. AUTHORITY: DI-MGMT-80711-A(T)
5. CONTRACT REFERENCE: C.2.8.2 & C.3.2
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD 250 REQUIRED: Yes
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: See Block 16 below
11. AS OF DATE: See Block 16 below
12. DATE OF FIRST SUBMISSION: See Block 16 below
13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below

14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	DRAFT	FINAL
COR: Mr. David Tenenbaum, TACOM, email: tenenbad@tacom.army.mil		1	1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil		1	1
15. TOTAL:		2	2

16. REMARKS:

A. The contractor shall submit one (1) draft "Scientific and Technical Report" to the addressees listed in Block 14 above, by 45 days before the contract completion date listed in Section F. This "Scientific and Technical Report" shall describe in detail the significant issues, problems, accomplishments, and results obtained by the contractor in performing the specific tasks listed in the

Section C Scope of Work. In addition, the "Scientific and Technical Report" will provide recommendations based on the findings obtained from performing this contract. Finally, this report will list the total cost expenditures incurred in performing this contract. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover page. The COR will review the draft report and return it to the contractor within fifteen (15) days with his comments. The contractor shall then submit a final "Scientific and Technical Report" by the contract completion date specified in F.6 which takes into account the COR's comments.

B. The contractor shall complete both the draft and final "Scientific and Technical Reports" in accordance with Data Item Description (DID) DI-MGMT-80711A, "Scientific and Technical Reports". The COR is responsible for accepting or rejecting the draft "Scientific and Technical Reports" and for submitting the approved final report to the Defense Technical Information Center (DTIC) in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A) at the Internet address listed below, for instructions in completing the form.

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form from the following Internet address:

<http://www.dtic.mil/dtic/forms/sf297template.doc>

You may download basic instructions for completing the SF 298 form from the following Internet address:

http://www.dtic.mil/forms/SF298_MS67.doc

C. The contractor shall prepare the Scientific and Technical Reports (both draft and final) in the contractor's format and submit the reports in any of the following electronic formats:

(1) Files readable using these Microsoft 97 Office Products: (TACOM can currently read OFFICE 97 or lower): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

(4) Other electronic formats. Before preparing your report in any other electronic format, please email the COR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password-protected.

D. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) Email: Maximum size of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COR's mailing address listed in the Section G "Communication" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title, the contract number, the contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and also 100 megabyte Zip-Disk.

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1. DATA ITEM: A003
 2. TITLE OF DATA ITEM: Meeting Minutes
 3. SUBTITLE: N/A
 4. AUTHORITY: N/A
 5. CONTRACT REFERENCE: C.3.3
 6. REQUIRING OFFICE: AMSRD-TAR-N
 7. DD 250 REQUIRED: No
 8. APP CODE: N/A
 9. DISTRIBUTION STATEMENT REQUIRED: No
 10. FREQUENCY: See Block 16 below
 11. AS OF DATE: See Block 16 below
 12. DATE OF FIRST SUBMISSION: See Block 16 below
 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below
-

14. DISTRIBUTION:

A. ADDRESSEES:

B. COPIES:

DRAFT

FINAL

COR: Mr. David Tenenbaum, TACOM, email: tenenbad@tacom.army.mil
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil

1
1

15. TOTAL:

2

16. REMARKS:

The contractor shall prepare and electronically submit to the addressees listed in Block 14 above Meeting Minutes as required under Provision C.4.3 of the contract. These Meeting Minutes shall includes a summary of any significant issues or problems that were discussed during the meeting as well as a record of any decisions made during the meeting. These minutes must also include: the date and time of the meeting, the location of the meeting, and the names of all the attendees at the meeting and what organization they represent. The Meeting Minutes must be readable by the Microsoft for Office 97 program. Contractor format is acceptable.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A _____